

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

ABC CORPORATION,	)	
	)	Docket No. 23 C 3301
Plaintiffs,	)	
	)	Chicago, Illinois
v.	)	July 18, 2023
	)	11:43 a.m.
THE PARTNERSHIPS AND	)	
UNINCORPORATED ASSOCIATIONS	)	
IDENTIFIED ON SCHEDULE "A,"	)	
et al.,	)	
	)	
Defendants.	)	

TRANSCRIPT OF PROCEEDINGS -  
Hearing as to Motion for Preliminary Injunction  
BEFORE THE HONORABLE THOMAS M. DURKIN

APPEARANCES:

For the Plaintiffs: MR. MATTHEW "CHIP" DE PRETER  
MS. SOFIA QUEZADA  
Aronberg Goldgehn  
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For the EARHOME  
Defendants: MR. ANDREW McELLIGOTT  
Crowell & Moring LLP  
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Chicago, Illinois 60611

For the YIEAR and  
Macro Camera  
Defendants: MR. BRIAN M. SWIFT  
AU LLC  
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1 APPEARANCES (Continued:)

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For 18 Defendants: MR. ROBIN H. CHENG  
MR. TAO LIU  
MR. WEI WANG  
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1 (Proceedings heard in open court.)

2 THE CLERK: This is Case No. 23 CV 3301,  
3 ABC Corporation v. The Defendants Identified on Schedule A.

4 May I please ask that the attorneys present on behalf  
5 of the plaintiff state their names.

6 THE COURT: Actually, you can all stay seated as long  
7 as you speak into the mic. So just make sure you do that.

8 MR. DE PRETER: Good morning, Your Honor.  
9 Matthew De Preter on behalf of plaintiff.

10 And with me is...

11 MS. QUEZADA: Good morning, Your Honor.  
12 Sofia Quezada on behalf of the plaintiff.

13 THE COURT: Good morning.

14 THE CLERK: And on behalf of defendant -- defendants,  
15 please.

16 MR. McELLIGOTT: Good morning, Your Honor.  
17 Andrew McElligott on behalf of the EARHOME defendants.

18 MR. SWIFT: Good morning, Your Honor. Brian Swift on  
19 behalf of the defendant group, including YIEAR and  
20 Macro Camera.

21 MR. CHENG: Good morning, Your Honor. He Cheng, with  
22 my colleague Tao Liu, and we are representing 18 defendants  
23 and two respondents here.

24 THE COURT: Okay. Thank you all for being here.  
25 Off the record.

1 (Off-the-record discussion.)

2 THE COURT: Okay. This case was filed. I believe a  
3 motion for temporary restraining order was granted by me  
4 sometime ago, then there was some proceedings that took place  
5 last week when I was out of the office and you went before  
6 Judge Alonso who was the emergency judge and he took some  
7 action.

8 I would like as an initial matter to get some  
9 background. Tell me about the case, tell me what's going on,  
10 because I -- I've been chock-full of things to do the last  
11 couple of days and I haven't studied this as well as I wanted  
12 to before I came out. So a summary from the plaintiffs' side  
13 and from the defense side, even a representative of the  
14 defendants would be helpful before we get to the nuts and  
15 bolts of the hearing.

16 Go ahead.

17 MR. DE PRETER: Sure, Your Honor. This is  
18 Matthew De Preter on behalf of plaintiffs.

19 And the case involves a -- my client developed and  
20 has been developing over the course of a number of years,  
21 various products that are used for cleaning ears. One of the  
22 products is an ear -- it's called an ear spoon and it goes on  
23 the end of a -- basically, a camera, and you can put that into  
24 your ear canal to end up looking at what it is you're doing  
25 while you're trying to clean your ears.

1           THE COURT: Who uses it, doctors, or can individuals  
2 buy this and use it themselves, nonphysicians?

3           MR. DE PRETER: Nonphysicians can use it. Doctors  
4 could use it, obviously, but it's for just any person sold on  
5 Amazon, Walmart.com. All kinds of sites sell these products.  
6 There are a number of -- number of different types, number of  
7 different designs that are used, and my client has developed a  
8 couple of these particular products, and has innovated to  
9 develop a specific design that has a very unique and  
10 interesting aesthetic value to it.

11           He filed two patents. He's actually filed a number  
12 of patents, but two patents that are at issue here. There are  
13 two design patents on various designs that he developed. They  
14 exhibit certain ornamental features that overall provide it  
15 with a unique aesthetic as compared to all the other ear  
16 spoons that are on the market.

17           THE COURT: Mr. Wang is the inventor, correct?

18           MR. DE PRETER: That's correct.

19           THE COURT: Is he the owner of the plaintiff?

20           MR. DE PRETER: Yes.

21           THE COURT: Okay.

22           MR. DE PRETER: One of.

23           THE COURT: One of the owners. But okay.

24           MR. DE PRETER: He has an ownership interest.

25           THE COURT: All right. Go ahead.

1           MR. DE PRETER: And after developing this product, it  
2 became very popular and he started having people counterfeit  
3 it. They started knocking off that particular design. There  
4 were other designs in the market that people could've chosen  
5 from, but people continued to start to copy his, and that led  
6 us to the present case where a number of defendants have been  
7 copying his particular designs in violation of the two patents  
8 that were issued by The United States Patent and Trademark  
9 Office, and we ended up filing a lawsuit, this lawsuit, to  
10 enjoin the defendants from copying these designs.

11           All the defendants, to the best of our knowledge and  
12 understanding at the time of filing, were foreign  
13 corporations. It's difficult to determine exactly sometimes  
14 who defendants are because you don't have to be -- you don't  
15 have to verify who you are when you're with Amazon or Walmart  
16 or some of the other websites. And so we did the best we  
17 could. Filed; ended up getting a temporary restraining order  
18 served on defendants by electronic means and that brought us  
19 to where we are today.

20           THE COURT: All right. What's the status of the  
21 temporary restraining order? Do you -- when does it expire?

22           MS. QUEZADA: Tomorrow, Your Honor.

23           THE COURT: Okay. And you got the 14-day extension  
24 or does it expire the first --

25           MS. QUEZADA: Yeah, it's been extended twice now,

1 so...

2 THE COURT: Okay. But it's -- all right. But it  
3 expires tomorrow.

4 MS. QUEZADA: Correct.

5 THE COURT: All right. And you have a motion pending  
6 for preliminary injunction?

7 MR. DE PRETER: Correct.

8 THE COURT: Okay. Now, on defendants' side, I take  
9 it -- well, if it's like a typical Schedule A case, you've got  
10 scores and scores of defendants who have not appeared in this  
11 case, correct?

12 MR. DE PRETER: Matthew De Preter.

13 There are a number that have not appeared. There are  
14 a number that have reached out to us to resolve the case,  
15 which we have done with some of them. And then there are a  
16 number of -- I think maybe 25 or 30 now that have actually  
17 filed appearances in some form.

18 THE COURT: Okay. And from defendants' perspective,  
19 why don't you tell me what's going on.

20 MR. McELLIGOTT: Good morning, Your Honor.

21 Andrew McElligott on behalf of defendants.

22 We received notice that there was this -- this TRO  
23 that was in place. We scrambled, for lack of a better word,  
24 to get an opposition in as quickly as we could to get  
25 appearances on. I represent nine defendants. We have a

1 number of other attorneys here representing other groups of  
2 defendants that have come forward. We've identified  
3 ourselves, we've identified the affiliates pursuant to  
4 Local Rule 3.23. None of the defendants here feel like they  
5 are hiding or trying to escape the jurisdictional reach of  
6 this Court. We are here to litigate this case, and we think  
7 that a PI is improper. We thought a TRO was improper.

8           We were prepared to argue that in front of  
9 Judge Alonso, and we did. We also thought an extension -- a  
10 second extension of the TRO was inappropriate under Rule 65,  
11 which only contemplates one extension. And it also states  
12 that the Court must issue that extension during the period of  
13 the initial TRO which had expired already by two days. It  
14 expired on the 5th when the extension was granted on the 7th.

15           So the defendants feel as if they've already been  
16 kept off the market longer than they should be, and we've  
17 already come forward with extensive arguments demonstrating  
18 how aside from this case, there was a previous case litigated  
19 in China with a related Chinese patent in which that patent  
20 was found invalid due to functionality.

21           We are asserting that those same issues exist with  
22 these patents here. We also have on sale arguments with  
23 respect to these patents. We also have an expert that's  
24 prepared to testify with respect to the functionality  
25 arguments.



1           So, Your Honor, we've come to the table, we've  
2 identified ourselves, and we have robust responses to  
3 plaintiffs' contentions, and we believe today we can  
4 demonstrate for you why a PI motion's inappropriate and the  
5 TRO should also be lifted even though it expires tomorrow.

6           THE COURT: Judge Alonso gave the second extension?

7           MR. McELLIGOTT: Yes, that's correct, Your Honor.

8           THE COURT: Okay. All right. Well, a couple  
9 preliminary issues. Apparently, one of you wanted to call a  
10 Mr. Gandy as an expert today.

11           MR. CHENG: Yes, Your Honor. I think Mr. Gandy is on  
12 line.

13           THE COURT: Okay. I don't know that we're going to  
14 be having a hearing with witnesses today. I'm not prepared  
15 to -- well, I don't want him hanging on line unnecessarily.

16           MR. CHENG: Understood.

17           THE COURT: There's been an objection by plaintiffs  
18 saying you had no notice Mr. Gandy was going to be called?

19           MR. DE PRETER: No, not testifying until --

20           THE COURT: Or not testifying anyway.

21           MR. DE PRETER: -- until this morning. And as part  
22 of the briefing schedule that was implemented, Mr. Gandy  
23 didn't provide a brief in support of any of the motions that  
24 were at issue before Judge Alonso when he entered our briefing  
25 schedule in order to reply by the 14th, and so we did not have

1 notice. Defendants didn't provide us with notice that they  
2 intended to call him. We could've made other arrangements had  
3 that been the case.

4 THE COURT: Okay. Well, let's go off the record for  
5 a minute.

6 (Off-the-record discussion.)

7 THE COURT: My understanding, then, is there are some  
8 entities who have their accounts frozen who are not named as  
9 Schedule A defendants.

10 That's the representation of defendant, correct?

11 MR. CHENG: Yes.

12 THE COURT: And you're telling me that that may be  
13 true, but they are somehow affiliated with named defendants?

14 MR. DE PRETER: That's our understanding as to how  
15 those accounts were frozen.

16 THE COURT: Okay. They shouldn't be frozen if  
17 they're not a defendant in the case. They're not a party to a  
18 case. You don't have an order -- if the order is so broad  
19 that I entered that allows for the freezing of affiliated  
20 entities, that shouldn't happen, I don't believe. Maybe you  
21 can convince me otherwise, but I don't know why a party that  
22 hasn't been sued should have their account frozen.

23 Is there a reason?

24 MR. DE PRETER: Well, it's because they're working in  
25 concert with and have had knowledge of the imposition of the

1 TR0. So under the TR0, it says that if you have knowledge or  
2 provided with knowledge of the TR0, and you're selling the  
3 product that's frozen as part of the TR0, that product should  
4 be frozen -- account should be frozen, so --

5 THE COURT: Well, account should be frozen or sales  
6 of the infringing products should be frozen -- should be  
7 prohibited?

8 MR. DE PRETER: I believe -- sorry.

9 THE COURT: And maybe you have the language of the  
10 TR0 there. I don't have it in front of me.

11 MR. DE PRETER: Yeah, that's what I'm looking for  
12 right now, Your Honor. I don't have the language of the TR0  
13 with me at the present time.

14 THE COURT: All right.

15 COURT REPORTER: Can you speak directly into the mic?

16 MR. DE PRETER: Sorry.

17 I don't have the language of the TR0 with me at the  
18 present time.

19 THE COURT: Well, it -- have you spoken to defense  
20 counsel about whether or not these accounts of parties that  
21 are not named in your Schedule A should have their accounts  
22 frozen?

23 MR. DE PRETER: In some instances yes; in some  
24 instances it's difficult to figure out who the account is  
25 because Amazon sometimes will freeze an account and they'll --

1 defendant said, so-and-so's account is frozen, which we don't  
2 have their name as the same name that defendant has  
3 identified, so we have to go back and forth with Amazon.

4 And in some -- so far in some circumstances, we've  
5 been able to identify who they are and then release that  
6 account so that nobody is improperly frozen. And in some  
7 instances Amazon has trouble figuring out who it is being  
8 referred to.

9 THE COURT: Well, you've got representative --  
10 parties that are represented in this courtroom who claim not  
11 to be defendants who have accounts frozen. That would seem to  
12 be something where you would meet and confer and discuss  
13 whether there ought to be some modification where Amazon or  
14 Walmart doesn't freeze their account. Or come back to me on  
15 why it should be frozen. But I'm having a little trouble  
16 putting my arms around the idea of somebody having their  
17 account frozen if they're not a named defendant in the case --

18 MR. DE PRETER: Understood.

19 THE COURT: -- unless you amend your complaint  
20 somehow.

21 What -- when these accounts are frozen, is it more  
22 than -- we're talking about money, but are they -- are they  
23 prevented from selling anything else on Walmart or on Amazon?  
24 In other words, do you have a defendant that may sell  
25 100 different items and one of them is this your ear wax

1 removal device, are they prevented from selling the other  
2 99 items on their -- on the Walmart or Amazon accounts?

3 MR. McELIGOTT: Your Honor, my understanding from my  
4 clients is yes, that their account in general is frozen.

5 THE COURT: Yeah.

6 MR. McELIGOTT: So even though they have  
7 noninfringing products available for sale, those are also  
8 blocked from being sold.

9 THE COURT: Yeah, and that's my experience. And I'm  
10 not blaming Walmart or Amazon. They're getting hundreds of  
11 these orders because of the proliferation of these kinds of  
12 cases, and Walmart's dealing with it as best they can. But  
13 now that we have some representation of defendants, it would  
14 seem unfair, and you can tell me otherwise, to freeze -- for  
15 Amazon and Walmart or any other platform to freeze a party's  
16 ability to sell products that have nothing to do with the one  
17 you believe is being infringed.

18 Do you agree with that?

19 MR. DE PRETER: Yes, I do. That's fine. We don't  
20 oppose to them being able to sell other products. Part of the  
21 problem is in the past, you know, these cases normally get  
22 settled. What will happen is you have to freeze the entire  
23 account because if you don't freeze the entire account, then  
24 the defendant can simply just disappear, never show up, all  
25 the funds are withdrawn and lost.

1           Since we have defendants that are now named, we don't  
2   oppose that the account itself be unfrozen so that other  
3   products can be sold, but that shouldn't release the funds  
4   that were subject to the infringing sales and they should not  
5   be allowed to continue to sell the infringing product.

6           THE COURT: Well, does anyone on the defense side  
7   disagree with the proposition that while this motion's  
8   pending, you shouldn't be allowed to sell this product? We --  
9   I mean, I can do a hearing for a week on this. Practically  
10   speaking, I can't, but what I want to do is remove the  
11   immediate damage to your clients' ability to sell other  
12   products if we put, in effect, a placeholder on your ability  
13   to sell these -- these devices.

14           How much do they cost?

15           MR. DE PRETER: About \$30.

16           THE COURT: All right.

17           MR. DE PRETER: It depends.

18           THE COURT: All right. Well, this is not some -- I  
19   expect this is not a huge revenue driver for many of your  
20   clients. And if you agree at least temporarily not to sell  
21   those products on these platforms, perhaps we can get an order  
22   that allows Walmart and Amazon and any other platform that has  
23   your entire sales operation being frozen to be -- allow sales  
24   of anything but the infringing product.

25           Would defendants agree to that?

1           MR. McELIGOTT: Your Honor, while we think it's a  
2 step in the right direction, we think there shouldn't be a PI  
3 in place at all. But if I understand Your Honor correctly,  
4 you're speaking to there being a period here where you're  
5 deciding the PI motion.

6           THE COURT: I've got to get briefs, I've got to  
7 get -- you have witnesses you want to call in. I'm going to  
8 have to hear arguments. I'm going to have to consider those  
9 arguments and make a decision. All that takes time. And it's  
10 not going to be decided in the next hour.

11           What I'm offering to you is a way to run your  
12 business, as long as you agree not to sell the allegedly  
13 infringing products, for which they argue both there's  
14 infringement and irreparable harm. I don't know whether  
15 that's true or not. That's something they may have to prove  
16 up, and you're going to have to prove why their patents -- if  
17 you believe their patents are invalid or if your products  
18 don't infringe, that's something you have to prove.

19           But typically, when I get a case like this, I want to  
20 see how you can solve this with the least amount of damage to  
21 your clients and the least amount of damage to the plaintiffs.  
22 For a \$30 product, I don't know how many of these are being  
23 sold.

24           Are there millions, hundreds?

25           MR. DE PRETER: Thousands.

1 THE COURT: All right. We're -- go ahead.

2 MS. QUEZADA: I was just going to say, Your Honor, in  
3 some cases the sales are quite high.

4 THE COURT: Okay. Define quite high.

5 MS. QUEZADA: Tens of thousands, maybe hundreds of  
6 thousands.

7 THE COURT: Wow, okay. Well, I am assuming there is  
8 still -- that is more than I thought, but I still think an  
9 accommodation or an agreement to allow the sale of other  
10 products with the defendants agreeing at this point for the  
11 extension of the TRO to prevent just the sale of this product  
12 with an expedited briefing schedule and a date where I can  
13 have a hearing, and, you know, I -- candidly, I was not  
14 reading these design patents when I was out of town last week.  
15 So I'll fully admit to that.

16 But that to me seems like the most organized way to  
17 do that. It protects the plaintiffs' right to not have a  
18 product they allege is infringing being sold, protects your  
19 right to go out and sell everything else on these accounts.  
20 If you don't like it and you don't think that's acceptable,  
21 I'll start the preliminary injunction hearing today, but it's  
22 not going to complete today, and you're not going to be able  
23 to sell anything in the meantime until I make a decision.

24 I don't know how that advantages your clients. And  
25 from the plaintiffs' side, you've got defendants that aren't



1 going to disappear. They're represented by counsel. This is  
2 not the case in -- you have in many Schedule A cases where you  
3 have defendants that are a website or domain name and then  
4 they disappear and then they pop up somewhere else selling the  
5 same counterfeit product.

6 So let's go off the record again.

7 (Off-the-record discussion.)

8 THE COURT: Let's call the case again.

9 THE CLERK: All right. So this is Case  
10 No. 23 CV 3301, ABC Corporation v. The Defendants Identified  
11 on Schedule A.

12 THE COURT: All right. No need to identify  
13 yourselves for the record again. All the attorneys who were  
14 here at the earlier session are here now.

15 Can you report on what the progress of your  
16 discussions are? First, from plaintiff.

17 MR. DE PRETER: Yes, Your Honor. We have talked it  
18 over and believe that we have a path forward while the  
19 preliminary injunction is decided. So the parties agreed that  
20 the preliminary injunction against all nonappearing defendants  
21 should be entered as is.

22 As to the appearing defendants, with the exception of  
23 the defendants that are identified in Docket Entry 50 -- we'll  
24 address in a minute -- the preliminary injunction hearing  
25 should move forward and briefing on that should be -- a

1 schedule for briefing on that should be implemented.

2 In the interim, the accounts for those defendants  
3 will be unfrozen. And those defendants will post a bond to  
4 the court of \$100,000. That -- those funds can be directly  
5 transferred by Amazon if the defendants choose to have it  
6 transferred that way. And -- and those platforms will be  
7 authorized to sell the accused products during the time period  
8 in which the Court determines the preliminary injunction.

9 As to Docket Entry 50, those defendants' assets will  
10 remain frozen at Amazon or their respective platform. The  
11 injunction against selling infringing products will continue,  
12 but the stores will then be released to sell all other  
13 noninfringing products.

14 And as to any third-party -- any party that wasn't  
15 identified on Schedule A, plaintiffs will make sure --  
16 progress towards releasing those defendants. They would not  
17 be subject to any preliminary injunction or temporary  
18 restraining order going forward.

19 THE COURT: All right. Does defense agree with this?

20 MR. McELLIGOTT: The defense agrees, Your Honor, with  
21 just one clarification on the \$100,000, just to make it clear  
22 that that would be for the group of defendants here, other  
23 than those identified in Docket 50.

24 So it wouldn't be 100,000 per defendant. It would be  
25 50,000 from the defendants that I represent and then 50,000

1 from other defense counsel.

2 THE COURT: Plaintiff agree?

3 MR. DE PRETER: Plaintiffs do agree. And to just  
4 further the discussion, we've proposed having a proposed order  
5 that would address this, and the parties will work on a  
6 proposed order to get it over to Your Honor.

7 THE COURT: That's fine. And you should also  
8 address -- well, that's fine. I will enter the preliminary  
9 injunction as to nonappearing defendants. You should have a  
10 proposed order on that submitted that excludes all the  
11 defendants represented that are now the subject of another  
12 order you're going to present to me.

13 Have you talked about the steps going forward? How  
14 do you want to proceed; by way of briefing, setting a hearing,  
15 both, or is that something you're still discussing?

16 MR. DE PRETER: We hadn't discussed that. I think --

17 THE COURT: You had or had not?

18 MR. DE PRETER: We had not, Your Honor.

19 THE COURT: Okay. Well, go ahead, I interrupted you;  
20 finish.

21 MR. DE PRETER: I think a hearing would be  
22 appropriate. It sounds like the other side wants to have live  
23 testimony from their witness. Perhaps we can discuss exactly  
24 if a hearing will be necessary, if we should just proceed on  
25 briefs. I think that a further brief from plaintiffs would be

1 appropriate in view of the now filed expert report.

2 THE COURT: Yeah, I -- I'm indifferent to how you  
3 want to proceed on that, however you best want to brief this  
4 in front of me, or whether it's responding to an  
5 expert report, whether it's further briefing. Reach an  
6 agreement on the briefing schedule. If you can't reach an  
7 agreement, notify my courtroom deputy of your disagreement and  
8 I'll resolve it.

9 If you -- parties jointly -- or not jointly. If one  
10 side or the other believes a live hearing is necessary, then I  
11 will -- contact my courtroom deputy, we'll set a date where I  
12 can hear testimony. Make sure you include with that request  
13 the length of time you think it'll take so I can -- if it's  
14 going to take a day, I need to have a free day. If it's going  
15 to take some time less than that, then it allows me to  
16 schedule other matters at the same time.

17 But I'll expect two proposed orders, one on the  
18 preliminary injunction that's being granted without any  
19 response from defendants who have failed to appear and failed  
20 to object to it, and then a proposed order relating to those  
21 defendants that have appeared pursuant to -- under the various  
22 conditions you've set forth.

23 Please act promptly on releasing -- on contacting the  
24 platforms to release the monies that are frozen of people that  
25 are not required to be -- have their monies frozen by the

1 order I have, which was not -- well, the order is -- I've  
2 reviewed it, and it's clear that some things should have been  
3 restricted, some things should not, and make sure you account  
4 for the people that are -- shouldn't have their accounts  
5 frozen to do that promptly with the platforms.

6 MR. DE PRETER: Understood, Your Honor. We may have  
7 three orders just because of -- we have a section of --

8 THE COURT: That's right.

9 MR. DE PRETER: -- a few defendants, but --

10 THE COURT: Yeah, two or three. Just note on the top  
11 they're agreed, make sure both sides have had a chance to look  
12 it over, you're all comfortable with the language, and I'll  
13 enter it if it's agreed.

14 MR. DE PRETER: Okay. Thank you, Your Honor.

15 THE COURT: Anything else we ought to discuss today?  
16 First, plaintiff.

17 MR. DE PRETER: No, not from plaintiff, Your Honor.

18 THE COURT: Defendants?

19 MR. CHENG: Just regarding the in-person hearing  
20 date, because we have some prearranged vacations, but that can  
21 be discussed with the courtroom deputy.

22 THE COURT: Yeah. I mean, you know what restrictions  
23 you have; you know what restrictions you don't have.

24 MR. CHENG: Yeah.

25 THE COURT: If there's an urgency into getting

1 these -- getting this hearing done, I'll work around your  
2 vacations. No one should have to sacrifice a vacation unless  
3 it's a criminal matter with a person sitting in jail.

4 MR. CHENG: Sure.

5 THE COURT: And so if -- do it that accommodates both  
6 your professional and personal schedules, and I'll work with  
7 you. I should tell you, though, starting September 14th, I'll  
8 be on trial through mid-December, four days a week every week.  
9 So if you're going to look for a full day -- and my Fridays  
10 are chock-full of sentencings and criminal pleas. So if  
11 you're going to look for a full day, try and make it before  
12 September 14th. Maybe you anticipated a much sooner hearing,  
13 that's fine --

14 MR. CHENG: Much -- much sooner is better.

15 THE COURT: -- but, you know, be cognizant of your  
16 own schedules. I'm not going to interfere with that if  
17 you've -- you reach one that works for all of you and it works  
18 for us, we'll do it then.

19 MR. CHENG: Sure thing, Your Honor --

20 THE COURT: Okay.

21 MR. CHENG: -- we'll work with opposing counsel and  
22 find what works for everyone.

23 THE COURT: Well, thank you all for talking, which is  
24 often the best way to at least reach some accommodation going  
25 forward and you'll get your day in court when you ask for it.

1 MR. CHENG: Thank you, Your Honor.

2 THE COURT: Thank you all.

3 MR. DE PRETER: Thank you, Your Honor.

4 MS. QUEZADA: Thank you, Your Honor.

5 THE COURT: Okay.

6 (Proceedings concluded at 1:48 p.m.)

7 CERTIFICATE

8 I certify that the foregoing is a correct transcript from  
9 the record of proceedings in the above-entitled matter.

10 /s/ *Elia E. Carrión* 9th day of August, 2023

11 Elia E. Carrión Date  
12 *Official Court Reporter*

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